

# EXHIBIT C

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# Frank J. Romano

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MARCH 25, 2012

REPORT OF FINDINGS FROM EXPEDITED DISCOVERY IN *CEGLIA V. ZUCKERBERG, ET AL.*, 10-CV-569 (RJA)

## **1. Background**

I am Professor Emeritus Frank Romano of the Rochester Institute of Technology (RIT) School of Print Media. My career in the printing industry has spanned over 50 years. I have worked with every known printing process and, in many cases, authored the first articles and books on the subject. My 50 books—I have published one book since submitting my May 31, 2011 declaration (the "Romano Declaration")—cover every aspect of document origination, reproduction, and distribution. I am best known for my 10,000-term "Encyclopedia of Graphic Communications," which has been called the standard reference in the field. A true and correct copy of my curriculum vitae is attached hereto as **Exhibit A**.

During the last century, typesetting has evolved from metal to photographic to digital processes, and from specific typesetting machines, such as Linotype and Monotype, to office printers, such as Hewlett-Packard and Xerox. I have worked in typeface and printing as a manufacturer, promoter, user, and academic. I have been involved in type with laser and inkjet printers from the earliest introductions of those printers to more recent PostScript and PCL implementations. As president of the Museum of Printing, I curate the Museum's collection of 30,000-plus drawings of foundational Linotype metal fonts and of their subsequent conversation to photographic, analog, and digital typesetting. Earlier in my career, I worked for Photon, adapting Times New Roman to photographic typesetting, and for Compugraphic, where I also adapted hot metal typefaces for photographic, analog, and digital typesetting. Many of the fonts of these companies were ultimately adapted or licensed by Hewlett-Packard and other printers, as well as by Microsoft and Apple for their programs and operating systems.

I am well-known for my expertise in typeface and printing technology. I have received numerous awards for my scholarship and work in the industry, which are listed in my curriculum vitae. In 1977, I received the National Composition Association Distinguished Service Award, the highest honor of the typographic industry, which has been awarded to only 11 other recipients. In 1999, I was inducted into the Digital Printing Hall of Fame. Moreover, RIT is well-known for its workshop "Printing Process Identification and Image Analysis for Forensic Document Examiners," which explores the full range of image, ink, and substrate variables that are key to determining the authenticity of currency, stamps, passports, and other legal documents.

I have presented seminars, workshops, and lectures to virtually every association, club, and organization in the industry at one time or another. Over the course of an average year, I address several hundred attendees, generally regarding advanced digital printing technology.

I have also consulted extensively with various United States government agencies regarding issues related to type and printing, for which I received the highest-level security clearance. I have testified before the United States Congress and participated in the development of the electronic version of the Congressional Record. I was also a consultant to the United Nations for more than 28 years regarding type and printing.

I have been involved and testified as an expert in numerous cases involving typeface identification and printing methodologies, in federal, state, and international courts. Among those cases involving document authentication, the most notable have been the 1990s case involving "Larry Potter" and a prominent case involving lottery tickets. I have also been on the PBS "History Detectives" show, where I authenticated intaglio printing plates for Duke Ellington's "Take the A Train."

## **2. Examination of "WORK FOR HIRE" document on July 14, 2011**

### **A. Background**

On the morning of July 14, 2011, in the law offices of Harris Beach in Buffalo, New York, Plaintiff's attorney Paul Argentieri presented for examination two paper documents. The first was a two-page document titled "'WORK FOR HIRE' CONTRACT" (the "'WORK FOR HIRE' document"). The second was a six-page document titled "StreetFax Back-End Technical Specification." I conducted a visual, optical, and microscopic examination on both documents. I used the following instruments: an Agfa 8X Loupe magnifier, an Agfa 10-40X magnifier, and a ProScope 50X electronic microscope. All of these instruments are non-destructive.

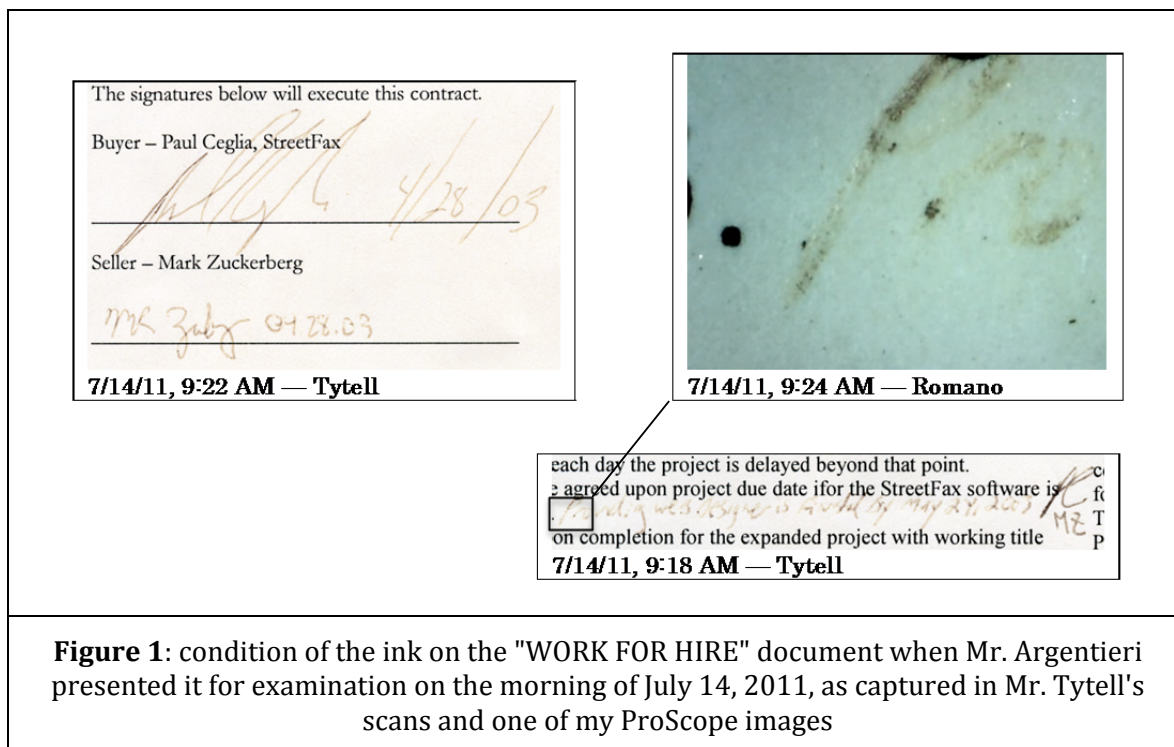
Prior to the July 14, 2011 examination, I had reviewed the purported scan of the "WORK FOR HIRE" document attached to Plaintiff's First Amended Complaint (Doc. No. 39-1) (the "'WORK FOR HIRE' scan"), in two forms: as an electronic file (in .pdf format) and a printout of that file. In the Romano Declaration, I set forth my analysis of the "WORK FOR HIRE" scan, which was attached to my declaration as Exhibit B. Based on the many observable inconsistencies between Page 1 and Page 2 of the "WORK FOR HIRE" scan, as well as the fact that all references to "The Face Book" or "The Page Book" appear on Page 1, I concluded that Page 1 of the "WORK FOR HIRE" scan is an "amateurish forgery." Romano Declaration ¶16.

On the morning of July 14, 2011, I was among the first of Defendants' experts to analyze the paper "WORK FOR HIRE" document that Mr. Argentieri presented for examination. Defendants' expert Peter Tytell attended the same inspection; I observed Mr. Tytell capture high-resolution scans of the "WORK FOR HIRE" document. I also captured numerous digital images of the "WORK FOR HIRE" document with my ProScope microscope; I captured the

first of these digital images at 9:24 a.m. ET on July 14, 2011. This digital image, a true and correct copy of which is attached hereto as **Exhibit B**, accurately reflects the condition of the "WORK FOR HIRE" document as it was presented by Mr. Argentieri on the morning of July 14, 2011, before any non-visual examination by Defendants' experts began.

I have also reviewed two high-resolution scans taken by Mr. Tytell at 9:18 a.m. ET and 9:24 a.m. ET on July 14, 2011, which accurately reflect the condition of the "WORK FOR HIRE" document as it was presented for examination by Mr. Argentieri. True and correct copies of these scans are attached hereto as **Exhibits C** and **D**.

I had two immediate visual observations of the "WORK FOR HIRE" document when Mr. Argentieri presented it for examination on the morning of July 14, 2011. First, the inked writing appeared significantly more degraded and faded than it did in the "WORK FOR HIRE" scan attached to Plaintiff's First Amended Complaint. Second, the paper was discolored and had an off-white cast. These first-hand observations are accurately reflected in the digital images attached hereto as **Exhibits B, C, and D**, reproduced below in **Figure 1**.



The July 14, 2011 examination enabled me to supplement my analysis of the "WORK FOR HIRE" scan. To facilitate that analysis, I simultaneously reviewed a printout of the "WORK FOR HIRE" scan and the paper "WORK FOR HIRE" document presented for examination. I moved back and forth between the printout "WORK FOR HIRE" scan and the paper "WORK FOR HIRE" document. As described above, the appearance of the writing ink in the "WORK FOR HIRE" scan was different from the "WORK FOR HIRE" document presented for examination by Mr. Argentieri.

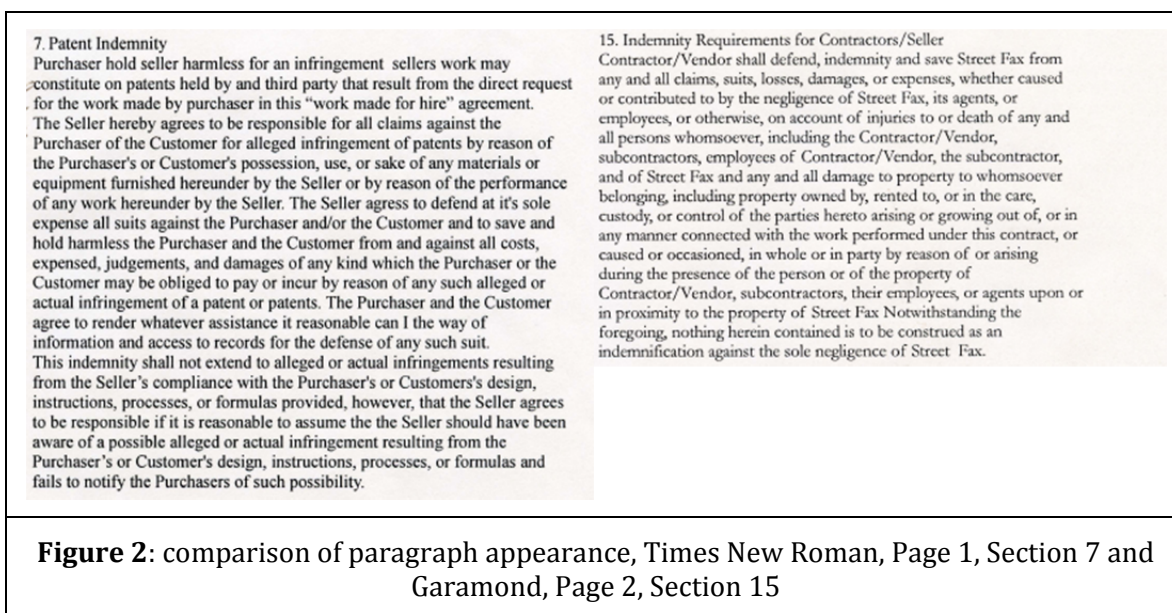


## B. Observations

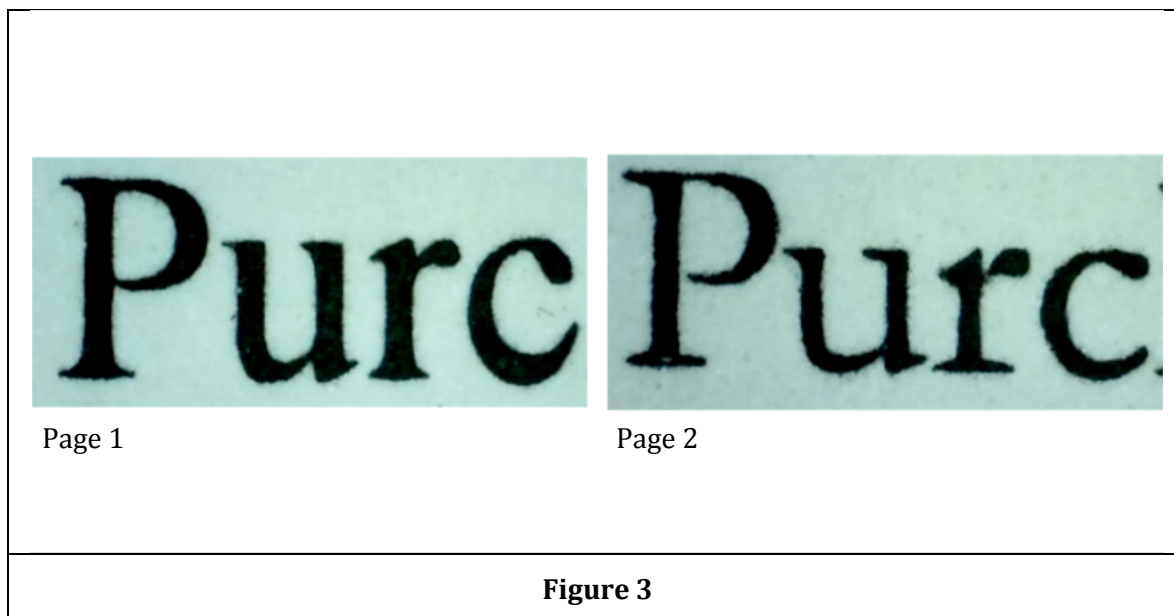
During the July 14, 2011 examination, I observed the following facts regarding the "WORK FOR HIRE" document:

**Typeface.** When I first analyzed the "WORK FOR HIRE" scan in May 2011, it appeared that Page 1 and Page 2 were composed in different fonts. I was able to confirm during my inspection of the "WORK FOR HIRE" document that Page 1 and Page 2 of the "WORK FOR HIRE" document were composed in different fonts. Specifically, Page 1 was composed in Times New Roman, a serif typeface created for the "*London Times*" in the 1930s, while Page 2 was composed in Garamond, a classic serif typeface created in the 1500s.

To the untrained naked eye, Garamond and Times New Roman appear similar, and both typefaces are generally available for laser and inkjet printers and come with many word processing programs. However, Garamond and Times New Roman are distinguishable under close inspection by an expert due to the fonts' different x-height (the height of lowercase letters a, e, u, x, and the bowls of p, b, q, etc.). Moreover, due to its larger x-height, text composed in Times New Roman appears slightly darker and denser than text composed in Garamond, as demonstrated in **Figure 2** below.



I also observed differences in the letters themselves, examples of which can be seen in **Figure 3** below.



In the Romano Declaration, I observed numerous significant formatting inconsistencies between Page 1 and Page 2 of the "WORK FOR HIRE" scan. Based on my examination of the paper "WORK FOR HIRE" document on July 14, 2011, I was able to confirm these initial observations and document them in digital images.

**Margin, column, and gutter width.** As I explained in the Romano Declaration, there are significant differences in the widths of the margins, columns, and gutters on Page 1 and Page 2 of the "WORK FOR HIRE" document. Perhaps most notable are the wide columns and correspondingly narrow gutter on Page 1 as compared to Page 2. In other words, the columns on Page 1 of the "WORK FOR HIRE" document are unusually wide, which results in an unusually narrow space between the left and right columns (the "gutter"). These anomalies are not present on Page 2, which has a more typical column width, resulting in a more typical space between the left and right columns. **Figure 4** reflects the unusually wide columns and narrow gutter in the middle of Page 1 (specifically, Sections 2 and 3, which refer to "The Face Book" and "The Page Book"); **Figure 5** reflects the more typical column and gutter widths in the middle of Page 2 (specifically, Section 10, related to termination).

<p><b>2. Entire Agreement</b> The contract between the Purchaser and Seller as a Purchase agreement and "work made for hire" reflects two separate business ventures, the first being for the work to be performed directly for the StreetFax Database and the Programming language to be provided by Seller. Second it is for the continued development of the software, program and for the purchase and design of a suitable website for the project Seller has already initiated that is designed to offer the students of Harvard university access to a website similar to a live functioning yearbook with the working title of "The Face Book"</p> <p>It is agreed that Purchaser will own a half interest (50%) in the software, programming language and business interests derived from the expansion of that service to a larger audience.</p> <p><b>3. Payment Terms</b> No insurance or premium charges or price increases will be allowed unless authorized by Purchaser in writing. No increase in price from that stated on the face hereof will be considered throughout the duration of the order. The Agreed upon Cost that the Seller and the Buyer have agreed upon are as follows: Buyer agrees to pay the seller the Sum of \$1000 a piece for the work to be performed for Streetfax and \$1,000 for the work to be</p>	<p><b>6. Settlement of Controversies</b> In the event that this purchase order is for materials or equipment which is excluded from this Prime Contract, and in the case of disputes between the Purchaser and the Customer or between the Purchaser and the Seller regarding materials or equipment to be furnished by the Seller, the Seller agrees to be bound to the same extent that the Purchaser is bound by the terms of the Prime Contract, and by any and all decisions and determinations made thereunder, provided that the Seller shall have the right to participate in the settlement of any dispute to the extent that the Seller will be affected thereby. No interest shall accrue on any payment(s) otherwise due the Seller, which is withheld or delayed as a result of any such dispute, except to the extent that the Purchaser is ultimately paid interest on monies due the Seller. The Seller shall not be held liable if the Seller follows instructions of the Purchase and it is later determined that the Purchaser's instructions were not in compliance with the terms and specifications of the Prime Contract. Pending final disposition of a dispute hereunder, the Seller shall carry on the work unless otherwise agreed in writing by the purchaser. In all instances the final authority should rest with the final Specifications.</p>
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Figure 4

<p><b>10. Termination</b> <b>A. DEFAULT</b> – The Purchaser may terminate this order or any part thereof by written notice if the Seller:</p> <ul style="list-style-type: none"> <li>a) fails to make deliveries or to complete performance of its obligations hereunder within the time specified or in accordance with the agreed schedules unless such failure is due to acts of God, strike or other causes which are beyond the control of the Seller.</li> <li>b) Fails to comply with the terms and conditions of the purchase order and does not cure such failure within a period of ten (10) calendar days after written notice thereof.</li> <li>c) Makes an assignment for the benefit of creditors without prior written consent of the Purchaser, becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or the relief of debtors.</li> </ul> <p>Should the Purchaser elect to terminate for default, the Purchaser may take possession of all or any of the items to be supplied hereunder which are in the Seller's possession without regard to stage of completion and may complete or cause the work to be completed on such items or may manufacture or procure similar items. Any additional costs or expense incurred by the Purchaser over and above the original purchase price from the Seller plus freight costs shall be for</p>	<p>Contractor/Vendor, subcontractors, their employees, or agents upon or in proximity to the property of Street Fax Notwithstanding the foregoing, nothing herein contained is to be construed as an indemnification against the sole negligence of Street Fax.</p> <p><b>16. Publicity</b> Seller shall not publish photographs or articles, give press releases or make speeches about or otherwise publicize the existence or scope of this Purchase Order, or any generalities or details about this Purchase Order without first obtaining the written consent of Buyer.</p> <p><b>17. Seller's Disclosure</b> Any information relating to the Seller's designs, manufacturing processes or manufactured products which the Seller may disclose to the Buyer in connection with the performance of the contract may be used by the Buyer for any purpose relating to the contract and to its performance without liability therefor to the Seller.</p> <p><b>18. General Notes</b> Seller shall reference this purchase order number on all documents and/or correspondence related to this order.</p>
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Figure 5

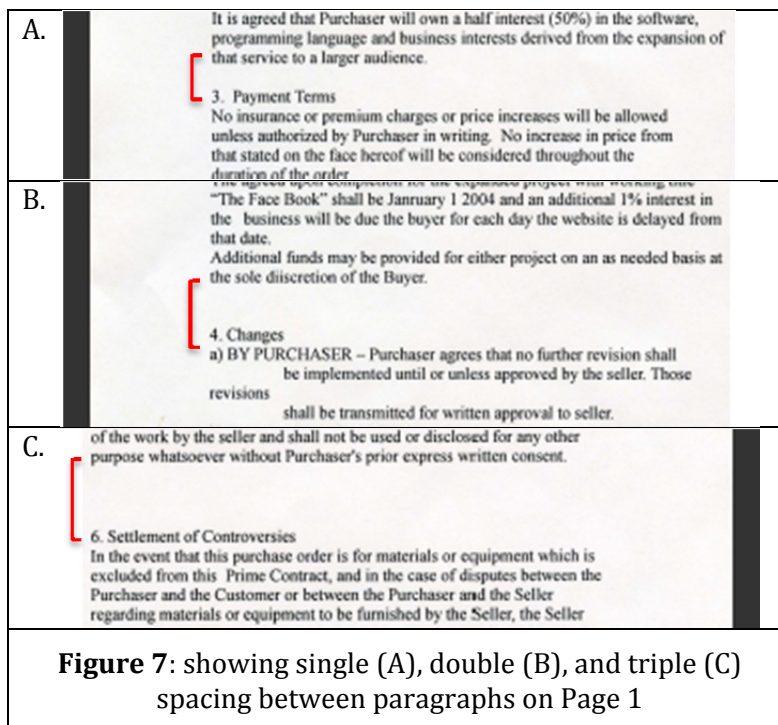
**Formatting.** As I explained in the Romano Declaration, the indents on Page 1 are formatted differently than the indents on Page 2. Specifically, Page 1 of the "WORK FOR HIRE" document has indents that are uncommonly wider than the indents on Page 2. Moreover, subparagraph a) in Section 4 on Page 1 contains an errant return code, unlike the hanging indents in Section 14 on Page 2, which are consistently indented. See **Figure 6** below.

<p><b>4. Changes</b> a) BY PURCHASER – Purchaser agrees that no further revision shall be implemented until or unless approved by the seller. Those revisions shall be transmitted for written approval to seller. b) BY SELLER – The Seller agrees that no further revision shall be implemented until or unless approved by Buyer. Those revisions shall be transmitted for written approval to the Street Fax Purchasing Department.</p>	
"WORK FOR HIRE" document, Section 4, page 1	
<p>a) Whenever the Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this order, the Seller shall immediately give notice thereof, including all relevant information with respect thereto, to the Purchaser.</p> <p>b) The Seller shall insert the substance of this clause including this paragraph (b) in any subtier supply agreement hereunder as to which a labor dispute may delay the timely performance of this</p>	
"WORK FOR HIRE" document, Section 14, page 2	

Figure 6



**Spacing between paragraphs.** As I explained in the Romano Declaration, the spacing between paragraphs on Page 1 is inconsistent, whereas it is uniform on Page 2. Specifically, Page 1 contains single, double, and triple spacing between paragraphs all within the same page. **Figure 7** illustrates this inconsistent spacing between paragraphs on Page 1.



Typically, fonts, point sizes, and formats are set up in advance and are consistent throughout a multi-page document. It is highly unusual to observe so many inconsistencies between the first and second pages of a two-page document that purports to be a unitary item, as the "WORK FOR HIRE" document does. In particular, it is highly unusual for the first and second pages of such a document to be composed in distinct typefaces.

**Printing.** Direct and magnified examination also allowed an analysis of the printed features of the paper "WORK FOR HIRE" document.

By way of background: laser printing is based on attracting charged particles of toner to a photo-conductive drum or belt, and then transferring those particles to paper and heating them to fuse them onto the paper. The particles form letters as patterns based on a grid (600 dots across by 600 dots down, for instance). By putting a one or a zero in each grid position, the program creates the shape of a letter.

Early laser printers from the 1980s and early 1990s had to have a pattern for each typeface in every point size. These were called "bitmapped" fonts. For example, Times New Roman 10-point and Times New Roman 11-point existed as different sets of "bitmapped" fonts. Agfa Corporation then patented "scaling" programs that could scale the shape of the letters without the need to create individually sized sets; through the use of scaling technology, one

master set of Times New Roman font, for example, could be scaled to any point size. Agfa's "Intellifont" is a particular scaling technology.

Furthermore, the dots placed in the cells of the grid by early laser printers left spaces that made the edges of the letters appear jagged or "stair-stepped." Hewlett-Packard addressed this problem by creating its Resolution Enhancement Technology (ReT), which made the edges of the letters appear smoother and less jagged.

All printers lay down toner in a fashion that can typically be distinguished. Under magnification, the edges of the letters ("edge gradient" or "edge definition") are recognizable as created by a particular type of printer. Moreover, the combination of scaling and resolution enhancement technologies results in an edge gradient that can distinguish one printer from another. Thus, by observing the edge gradient under magnification, an expert can determine whether text was printed by a specific printer that did or did not use particular technologies.

I examined under magnification the printed features of the "WORK FOR HIRE" document, including the edge gradient of the printed text. Both pages of the paper "WORK FOR HIRE" document were printed with a 600 dpi laser printer using powder toner. However, two different laser printers were used to print Page 1 and Page 2 of the "WORK FOR HIRE" document.

Page 1 of the "WORK FOR HIRE" document was printed with a laser printer that used scaling and resolution enhancement technologies. The use of this combination of technologies smoothed the edge gradient of the letters on Page 1, which I observed under microscopic analysis. Page 2 of the "WORK FOR HIRE" document was also printed with a laser printer. However, based on my microscopic analysis, I observed that that printer did not use either scaling or resolution enhancement technologies. The lines that make up the typed characters on Page 2 are relatively jagged.

This observation regarding the application of scaling and resolution enhancement technologies to Page 1 and not Page 2 demonstrates that those pages were printed with two different laser printers. This observation also demonstrates that the Page 1 printer, which applied these newer technologies, was the more recent of the two printers used.

### **3. Examination of the "STREET FAX" document**

In August 2011, Defendants' counsel provided for examination a scan of a two-page document titled "STREET FAX" (the "'STREET FAX' document"), a true and correct copy of which is attached hereto as **Exhibit E**. The scanned Page 1 and Page 2 of the "STREET FAX" document exist as two electronic files (in .tif format). This means that the "STREET FAX" document was printed on paper and then scanned in .tif file format.

I conducted a visual, optical, and microscopic examination on a printout of the "STREET FAX" document. Upon my initial examination of the document, I observed that Page 1 and Page 2 appeared to be composed in Garamond. Because the electronic version of the

"STREET FAX" document was somewhat blurry, I then used digital image analysis tools to magnify and sharpen it, in order to examine the font more closely. I was able to confirm that both Page 1 and Page 2 of the "STREET FAX" document are composed in Garamond.

As stated above, Page 2 of the "WORK FOR HIRE" document is also composed in Garamond, but Page 1 of the "WORK FOR HIRE" document is composed in Times New Roman, a different typeface. The "STREET FAX" document does not have this highly unusual anomaly of a different font on each page of a two-page unitary document. In contrast to **Figure 2** above, the paragraph appearance, in terms of density and darkness, is consistent across the pages of the "STREET FAX" document.

Moreover, many of the formatting inconsistencies I observed in the "WORK FOR HIRE" document are noticeably absent from the "STREET FAX" document. For example, the column and gutter widths on Page 1 and Page 2 of the "STREET FAX" document appear more typical, and appear consistent between the two pages of that document.

Additionally, the indents on Page 1 and Page 2 of the "STREET FAX" document are more consistent, and sub-paragraph a) in Section 4 on Page 1 does not contain the errant return code I observed in subparagraph a) in Section 4 on Page 1 of the "WORK FOR HIRE" document. Finally, the regular spacing between paragraphs on Page 1 of the "STREET FAX" document is significantly more consistent than on Page 1 of the "WORK FOR HIRE" document, which contains single, double, and triple spacing between paragraphs.<sup>1</sup> A comparison of the "STREETFAX" and "WORK FOR HIRE" documents can be seen below in **Figure 8**.

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<sup>1</sup> I also observed that Page 2 of the "STREET FAX" document appears to be slightly enlarged from Page 2 of the "WORK FOR HIRE" document.

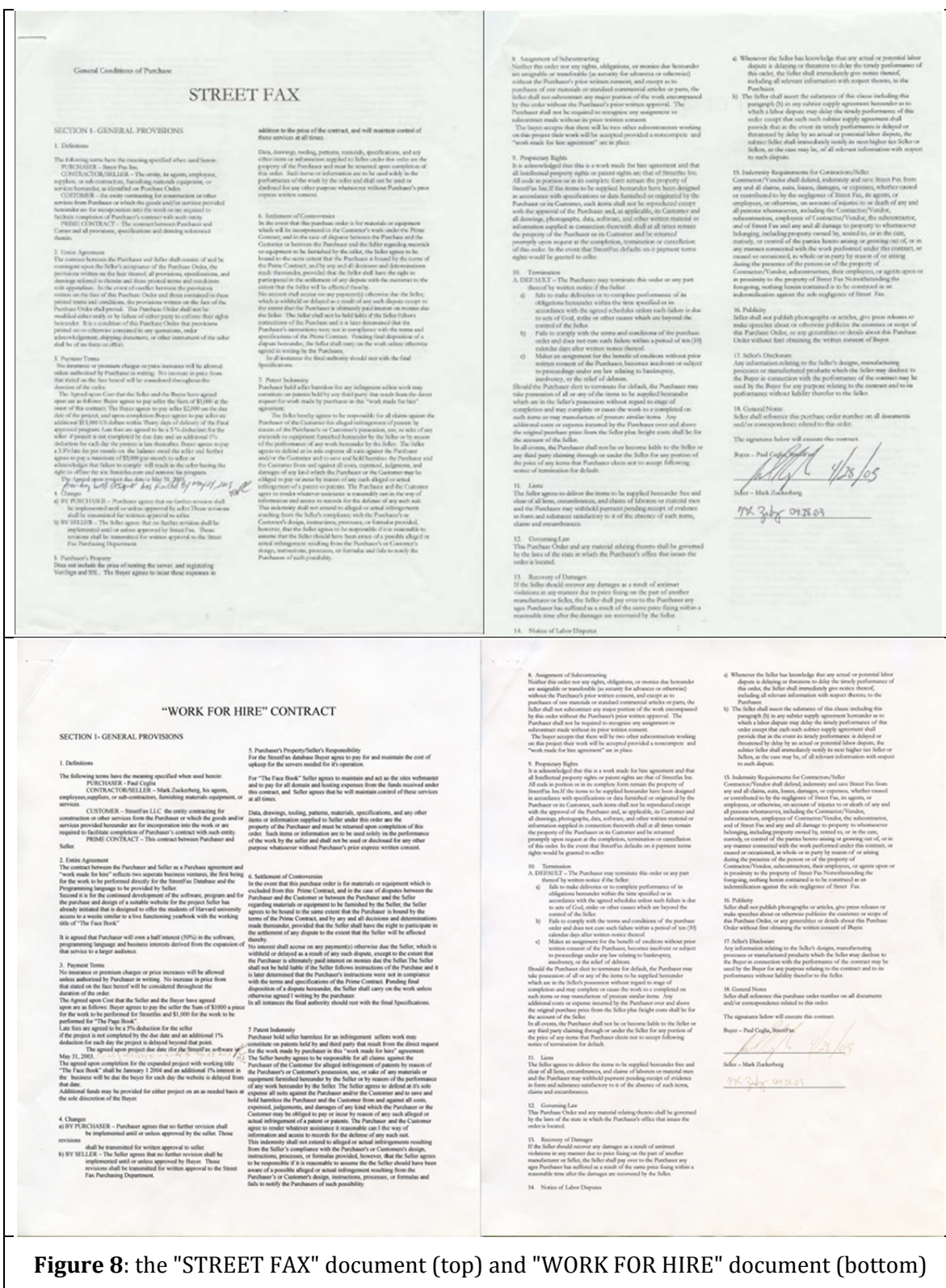


Figure 8: the "STREET FAX" document (top) and "WORK FOR HIRE" document (bottom)

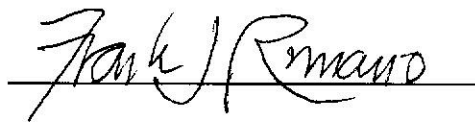
#### **4. Conclusions**

Based on my professional experience and judgment, as well as my examination of the "WORK FOR HIRE" document and the "STREET FAX" document, my expert findings and conclusions are as follows:

- A. The "WORK FOR HIRE" document is, at least in part, forged.
- B. Page 1 of the "WORK FOR HIRE" document is an amateurish forgery.
- C. Page 1 and Page 2 of the "WORK FOR HIRE" document were printed on different printers.
- D. Page 1 of the "WORK FOR HIRE" document was printed on a more recent printer than Page 2 of the "WORK FOR HIRE" document.
- E. The typeface, point sizes, and formats of Page 1 and Page 2 of the "STREET FAX" document are significantly more consistent than those of Page 1 and Page 2 of the "WORK FOR HIRE" document.
- F. Page 1 of the "WORK FOR HIRE" document appears to be a modification of Page 1 of the "STREET FAX" document.

I state these conclusions beyond any reasonable doubt and with the highest degree of certainty possible.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

A handwritten signature in black ink, reading "Frank J. Romano", is written over a horizontal line.

Frank J. Romano



# **EXHIBIT A**

**FRANK J. ROMANO**

*Professor Emeritus, RIT School of Print Media*

**Association memberships and activities**

*Committee for Graphic Arts Technical Standards, American National Standards Institute, ISO*  
Co-chair, Committee 6, Task Force 2 on Variable Data Printing standards

*Electronic Document Systems Foundation*  
Vice Chairman, Education, 1997-2005

*Digital Printing Council and E-Commerce Council, Printing Industries of America*  
Steering Committee, Advisory Board

*Museum of Printing, North Andover, MA*  
Trustee, President

*Association of Graphic Arts Consultants*  
Vice President and Founder 1977-1978 President 1979-1980 Board of Directors 1980-1985

*National Composition & Prepress Association, Section Printing Industries of America*  
Treasurer 1979-1980 Vice Chairman 1981-1982 Chairman 1983-1985 Board of Directors 1973-1989

*International Typographic Composition Association (now TIA)*  
Board of Directors 1978-1979 Executive Committee 1978-1979

*International Association of Printing House Craftsmen*  
Boston Chapter Board of Directors 1979-1981

*QuarkXPress Users International*  
Founder 1991, Director of 4,000-member worldwide user group, 1989-1998

*Printing Industries of America Electronic Pre-Press Section*  
Steering Committee, Board of Advisors, 1989-1999

*Pennsylvania College of Technology, Williamsport, PA*  
Advisory Board, 1990-1993

*Gamma Epsilon Tau*  
Faculty Advisor, 1994-2000

*Accrediting Council for Collegiate Graphic Communications*  
Founding Member, Director, Team Leader for Accrediting Visits  
(Accredits 4-year graphic arts programs)

**FRANK J. ROMANO**

*Professor Emeritus, RIT School of Print Media*

**Courses taught**

California Polytechnic Institute

2007, 2011 Winter Quarter

Typography

Digital Printing

Industry Trends

*Stout State University, Menomonee, Wisconsin*

1973 Summer Masters program in printing education

*Northeastern University, Boston, Massachusetts*

Adjunct Professor in Continuing Education Department

1974–1990 Automated Typesetting and Publishing

*Rochester Institute of Technology*

Melbert B. Cary, Jr. Professor 1992–1998

Roger K. Fawcett Professor 1998–2005

Professor Emeritus 2005-present

*Electronic Publishing, Desktop Prepress, Digital Printing, and Digital Media*

**FRANK J. ROMANO**

*Professor Emeritus, RIT School of Print Media*

**RIT educational and other achievements**

Developed 7 new courses over first five years at RIT

Electronic Publishing

Digital and Multimedia Concepts

Digital Printing

Digital Workflow

Desktop Prepress

Advanced Multimedia for Publishing

Digital Publishing Concepts

Established digital printing at RIT.

Developed some of the first multimedia courses at RIT.

Helped to establish the Digital Media Center.

*Principal author of committee report*

Published 11 books with students over five years.

Helped to place over 190 students in career positions in industry.

Helped to establish the Digital Publishing Center.

Provided speaking opportunities for 40 students at industry events over six years.

Provided magazine writing opportunities for 21 students over six years.

Initiated and published the PrintRIT Journal.

Initiated and authored Xerox consortium training program which has netted over \$200,000.

1996-2000, co-taught courses once a year with

Professor Owen Butler in School of Photography

Professor Roger Remington in School of Design

**FRANK J. ROMANO**

*Professor Emeritus, RIT School of Print Media*

**Institute service**

CIAS Curriculum Committee, 1999-2002

*Chair*

SPMS Curriculum Committee, 1998-2002

*Chair*

CIMS building committee, 1996-1997

CIMS Director Search Committee, 1996-1997

SPMS Director Search Committee, 1994

CIAS Multimedia Taskforce, 1994

Digital Media Center, 1995-1998

*Board*

SPMS Recruitment Committee, 1993-1995

SPMS Fellowship Committee, 1997-2001

*Chair*

SPMS Scholarship Committee, 1997-2001

*Chair*

**FRANK J. ROMANO**

*Professor Emeritus, RIT School of Print Media*

**Seminars presented**

*Institute for Graphic Communication, now part of BIS Strategic Directions,*  
1973 to 1990: Over 135 occasions, about half as Conference Leader  
Representative subjects: Automated Pagination Systems, Productivity and the Printing Industry, New Developments in Printing Systems, Imaging Industries over the Next Decade, Interactive Integration of Text and Pictures, The Office of the Future, Trends in Printout, Document Processing in the Office of Tomorrow, Office Automation Systems, Demand Publishing, Electronic Art & Color Graphics

*National Composition & Prepress Association* 1972 to 1989: 88 occasions, most as Chairman  
Subjects: Costing and Pricing, Front-End Systems, Managing a Small Typesetting Company, Automated Aesthetics, Word Processing Interfacing, Keynoter.

*Printing Industries of America (and GACNA)* 1974 to present:  
Representative subjects: Trends in Publishing, Typesetting for the Printer, Color Publishing. Graphic Arts Council of North America seminars at major printing exhibitions.

*National Association of Printers and Lithographers* 1975 to present: 20 occasions, including National Sheetfed Printing Conference, Top Management Conference

*In-Plant Printing Management Association* 1973 to present: 15 occasions  
National convention, Boston, Connecticut, New York, Minneapolis-St. Paul, Ohio chapters; as well as national meetings.

*Society for Technical Communication* 1973, 1985, 1989, 1999

*Association of Business Communicators* 1973, 1982, 1988

*Council for Advancement and Support of Education* 1978, 1982, 1983, 1984, 1987, 1988

*The Navigators Club, New York* 1980

*American Association of University Presses* 1979, 1988

*College and University Printing Managers Association of Canada* 1978, 1980

*Association Maitres-Imprimerie de Quebec* 1976

*Graphic Arts Industries Association (Canada)* 1975

*International Association of Printing House Craftsmen* 1974 to present: 20 occasions  
*York (PA) Club of Printing Craftsmen* 1986, 1990

*Canadian Book Council* 1983

*New Hampshire Graphic Arts Association* 1980, 1982

*Merrimack Valley Graphic Arts Association (Mass.)* 1979

*International Word Processing Association (now ASIP)* 1978, 1982

*International Typographic Composition Association (TIA)* Over 40 occasions 1973-1986

*Western Typographers Association* 1973, 1974, 1975, 1976, 1977

*National Newspaper Association* 1985

*Federal Publishers Committee* 1985, 1988

*Federal Office Automation Conference* 1985, 1986

*Typographers Association of New York* 1972–1992: 398 occasions

Representative subjects: Basic Typography, Advanced Typography, Costing and Pricing, Word Processing Interfacing, Plant Layout, Promotion for Typesetting Services. “Basic” course has taught over 4,800 students. In December, 1992 presented my 20th annual *end of year* report.

*International Association of Graphic Arts Educators* 1977, 1979, 1988, 1990, 1997, 1998, 1999, 2004

*International Thermography Association* 1976

*New York Composition Association* 1975, 1976, 1978

*Los Angeles Composition Association* 1976, 1983

*Printing Industries Association of Connecticut and Western Mass.* 1979

*Printing Industries of Illinois* 1977, 2001

*Printing Industries of New York State* 1978, 1993, 1995, 2000, 2003

*Printing Industries of New England* 1998, 1999, 1999, 2000, 2008, 2009

*New Jersey Graphic Arts Association* 1979, 1986

*New England Press Association* 1979, 1988, 1991, 1992

*Society for Publication Designers* 1978

*New York Association for Publication Production Managers* 1978

*Folio Book and Magazine Week* 1977–1993, 1999, 2000

Annual seminars on electronic publishing for magazine publishers at premiere conference

*Folio Conferences in New Orleans, Chicago, Los Angeles, New York City, 1984–1993, 1999, 2000*

*International Association of Book Printers 1978, 1979*

*Magazine Publishers Association 1979*

*Graphic Communications Computer Association 1973, 1990*

*Engraved Stationery Manufacturers Association 1975*

*Conference Board of Major Printers 1976*

*American Printing History Association 1979, 2000, 2008*

*Printing Industries of Maryland 1978, 1985, 1994*

*International Prepress Association 1989, 1990, 1991, 1992, 1994, 1997, 1998*

*Graphic Communications Association Color Connections Seminar 1992*

*Vue/Point Pre-press Conference 1990, 1991, 1992, 1993, 1994, 1999, 2000*

*Research and Engineering Council 1992, 1995, 1999*

*Association of American Publishers 1979, 1982, 1988*

*Society of Photographic Scientists and Engineers 1978, 1984, 1988*

*TypeWorld-sponsored seminars 1978-1993: 98 occasions*

*Book Builders of Boston 1974, 1978, 1981, 1984, 1985, 1987, 2008*

*Society of Printers 1975, 2009*

*Rochester Institute of Technology T&E Seminars 1978, 1979, 1988, 1990, 1991, 1993, 1994, 1995–present*

*Boston Computer Society 1987, 1989*

*The Religion Publishing Group 1990*

*Graphic Arts Technical Foundation Color Seminars 1975, 1987, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1999*

*Type Directors Club of New York 1976, 1981, 1989, 1991*

*Philadelphia Book Clinic 1985*

*Women in Production 1986, 1988*



*Seybold Publishing* 1987-2005 (6 occasions as keynote speaker to audiences of over 2,000 people)

*Association of College and University Printers* 1988

*Public Relations Society of America, Hartford Chapter* 1987

*Business Forms Association* 1988

*XPLOR Association Global Conference* 1988, 1996, 1998, 1999, 2000, 2001 including keynotes to 4,000 attendees

*Label Printers of America* 1999

*Gartner Group Corporate Publishing Conference* 1989

*Binding Industries of America*, 2000

*New Jersey Typographers Association* 1988, 1989

*Network Northeastern* 1988, 1989 First televised seminars to over 6,000 viewers in industry and education by Northeastern University

*Graphic Communications 3 Conference Program* 1988–1998. Organize, and present some of the 58 seminar sessions attended by over 8,000 people

*New England Newspaper Association* pre-press seminars 1991, 1992

*Graph Expo Seminar Program* 1997-2009 Organize, and present some of the 60 seminar sessions

*International Graphic Arts Educators Association*, 1988, 1995, 1998, 2000

*Conceppts*, 1995 First broadcast using Macintosh ISDN video link from RIT Wallace Library to audience in Orlando, Fla.

*Ukranian Printers Association* 1982

*Irish Trade Board* 1979

*Lectures in Australia, New Zealand, Thailand, Vietnam, India, Dubai, Indonesia, Croatia, Austria, Hungary, Denmark, Sweden, UK*

*... and many others*

**FRANK J. ROMANO**

*Professor Emeritus, RIT School of Print Media*

**Awards**

Print Champion Award, UK, 2010

Graphic Arts Marketing Information Service, PIA, Neil Richards Visionary Award, 1999

Digital Printing Hall of Fame, 1999

National Association of Printers and Lithographers, Leadership Award, 1995

Graphic Arts Technical Foundation Education Excellence Award, 1997

Water Soderstrom Society inductee, 1998

National Composition Association Distinguished Service Award, 1977

*Highest honor of the typographic industry; only awarded to 11 other recipients, one of whom was the inventor of photographic typesetting*

Elmer Voigt Education Award, 1980

New York School of Graphic Communications Wall of Fame, 1992 (Plaque right next to Gutenberg!)

Dwiggins Award (Bookbuilders of Boston), 1985 (25th recipient)

Friedman Award, 1990 (33rd recipient since 1938—also presented to Frederick Goudy in 1936)

Leo H. Joachim Award, 1992 Bestowed by 14 associations comprising Printing Week in New York City

Honorary Membership Gamma Epsilon Tau Honor Fraternity, Zeta Chapter, 1995

Honorary Lifetime Membership Digital Graphics Association, New York City, 1990

Graphic Arts Technical Association Educator of the Year, 1996

Phi Kappa Phi Honor Society, 1995

Letter of Commendation from U.S. Senator Gordon Humphrey (NH), 1985, on retirement as Chairman of the National Composition Association

*Many other certificates, plaques and awards for seminars, conferences and speeches*

**FRANK J. ROMANO**

*Professor Emeritus, RIT School of Print Media*

**Books authored or co-authored**

Handbook of Composition Input (American Press), 1973, 180 pages  
How to Build a Profitable Newspaper (North American Publishing), 1974, 170 pages  
Photocomposition and You (GAMA), 1974; 150 pages  
Automated Typesetting: The Basic Course (GAMA), 1974; 200 pages (also in French)  
Don't Call It Cold Type (GAMA), 1977, 200 pages  
Practical Typography (NCA), 1983, 300 pages  
The TypEncyclopedia (Bowker), 1984, 200 pages  
Machine Writing & Typesetting (GAMA), 1986; 160 pages  
Desktop Typography with QuarkXPress (TAB), 1988, 220 pages; 2nd Edition, 1992, 250 pages  
The Computer Did It (PW), 1992, 176 pages  
QuarkXPress Slick Tips & Tricks (MPP), 1995, 160 pages  
Pocket Guide to Digital Prepress (Delmar), 1995, 344 pages (translated into Chinese)  
On-Demand Printing (GATF) with Howard Fenton, 1995, 200 pages, 2nd Edition 1995, 300 pages  
Digital Media (MPP), 1996, 200 pages  
Computer-To-Plate: Automating the Printing Industry (GATF) with Richard Adams, 1997, 240 pgs  
Delmar Dictionary of Digital Printing & Publishing (Delmar), 1997, 700 pages, 6,000 terms  
PDF Printing and Publishing (MPP and Agfa), 1997, 200 pages (translated into 6 languages)  
Encyclopedia of Graphic Communications (GATF), with Richard Romano 1998, 1,000 pages, 10,000 terms  
QuarkXPress 4 Only (Prentice Hall), with Eike Lumma 1998, 400 pages  
Personalized and Database Printing (MPP), with David Broudy 1999, 320 pages  
Timelines of History (GATF), 1998, 120 pages  
PDF Printing and Workflow (Prentice Hall), 1998, 400 pages  
Professional Prepress, Printing and Publishing (Prentice Hall), 1999, 670 pages  
Professional Digital Photography (Prentice Hall), with Bill Erikson 1999, 320 pages  
InDesign InDetail (Prentice Hall), with David Broudy 1999, 500 pages  
Desktop Follies (GAMA), 1999, 320 pages  
Computer-To-Plate Primer (GATF), with Richard Adams 1999, 200 pages  
Digital Printing Pocket Primer (Windsor), 2000, 320 pages  
Acrobat PDF Workflow InDetail (Prentice Hall), 2000, 500 pages  
2000 Yearbook, companion to Encyclopedia of Graphic Communication (GATF), 2000, 200 pages  
Inkjet! (PIA), 2008, 200 pages  
The Future of Print (Gama), 2010, 120 pages

Editor of Pocket Primer Series, with books by RIT students Peter Muir, Ron Goldberg, and Ric Withers

**FRANK J. ROMANO**

*Professor Emeritus, RIT School of Print Media*

**Articles**

*Electronic Publishing*

Founder, Monthly article 1994–present

*Aldus Magazine*

*American Printer*

Digital Prepress editor, 1973–1988, 1994–1997, “Golden Keys” award for series

*Canadian Printer and Publisher*

Phototypesetting Editor, 1974 to 1991. Over 90 articles

*Printing News*

Over 30 articles

*Inplant Printer*

*Book and Magazine Production (now High Volume Printing)*

*Folio (The Magazine for Magazine Management)*

Over 180 articles since 1975

*The Office*

*Advertising Age*

*Graphic Arts Buyer*

*Magazine Design & Production*

*Publishing Trade*

*HOW*

*Art Product News*

*Electronic Printing (Maclean Hunter Publishing)*

Founding Editor, 1986–1988. Monthly feature articles 1986–1988

*Desktop Communications*

*The Typographer*

Founding editor, 1976–1978

*NCPP Journal*

Founding editor, 1990–1991

*PrintRIT Journal*

Founding editor, 1993–1996

*Digital Imaging*

*and many more individual articles in a variety of publications, national and international*

**FRANK J. ROMANO**

*Professor Emeritus, RIT School of Print Media*

**Other publications**

*The Penrose Annual* 1979, 1980

*International Paper Pocket Pal* 1979, 1983, 1985, 1986, 1988, 1989, 1992, 1994, 1998, 2000 editions

*McGraw Hill Encyclopedia of Technology* 1982, 1984, 1990, 1994 Sections on Type and Typesetting

*Graphic Arts Manual* 1980 Several sections on pre-press production

*Eastman Kodak* 1978, 1979, 1980 Booklets on typesetting

*Printing Industry Trends Almanac* 1981 Editor of PIA-sponsored publications

*NAPL Blue Books* 1979, 1981, 1982, 1984, 1988

*Random House Dictionary* 1983 Typographic Terms (with Michael Bruno)

*Electronic Publishing & Printing* 1985-1987 Executive Editor

*Hammermill Guide to Desktop Publishing* 1989

*World Book Encyclopedia* 1993, 1999, 2000 Re-wrote sections on Photocomposition, Printing

*Encyclopaedia Britannica* 1994, Section on Typesetting

*Encyclopaedia Britannica* 1996, 1997, 1998, 1999 Yearbook section on printing

*NAPL Tech Trends Report, Quarterly* 1997, 1998, 1999, 2000

*Digital Printing Report for Digital Printing Council, PIA, monthly*, 1993-2004

*Print E-Business Report for E-Commerce Council, PIA, monthly*, 2000-2004

*EDSF Newsletter, Editor*, 1998-present

*Printing Section, Encyclopedia of Journalism (Sage Publishing)*, 2010

**FRANK J. ROMANO**

*Professor Emeritus, RIT School of Print Media*

**Vendor-sponsored projects**

1972-1973: Development of small systems specifications for Hendrix Electronics  
1972-1973: Word processing interface from Redactron to GSI typesetter  
1973-1975: Design of unique mnemonic keyboard layout for Itek  
1974: Marketing evaluations for Dymo Graphic Systems  
1974-1983: Marketing and technology analysis for Xerox  
1976: Marketing and technology analysis for Digital Equipment Corp.  
1977-1984: Marketing and technology analyses for IBM  
1979: Marketing and technology analysis for Bobst Graphic, Lausanne, Switzerland  
1989: Marketing and technology analysis on non-silver imagesetting film  
1992: Research on digital printing  
1993: Testing and market study for Xerox VerdePrint non-silver graphic arts film  
1994: Scanner market study for Janus  
1995: Marketing and technology analysis on direct imaging presses for Presstek  
1998-2000: Chair, NexPress advisory committee  
2008, 2010: Insight Reports for Canon Europe

*Many other projects involving research and market analysis plus advisory board participation*

**FRANK J. ROMANO**

*Professor Emeritus, RIT School of Print Media*

**Research reports**

Personal Computer Composition & Publishing Software Markets, 1984

Datek Typographic Printers Report, 1985

IGC Demand Printing & Publishing Markets & Opportunities Report, 1986

*Talk about being ahead of your time*

IGC Electronic Art Report 1987

Short-Run Color Printing, 1990–1992

Digital Colour Printing for Sofina, Brussels-based investment organization, 2000

The Future of Print for Electronic Document Systems Foundation, 2000

Printing in the Age of the Web and Beyond, 1999

Printing Industry Demographics, 2001, 2009

*Numerous reports and analyses for venture capital and other financial organizations.*

**FRANK J. ROMANO**

*Professor Emeritus, RIT School of Print Media*

**Consulting projects**

1972 to present

Over 1,000 projects involving the analysis, selection, application, installation and operation of pre-media and electronic publishing systems for pre-media services, printers, publishers, newspapers, government, in-plant and corporate applications.

Representative list:

Hallmark Cards  
Port Authority of NY & NJ  
RJR Nabisco  
National Life of Vermont  
Metropolitan Life Insurance Co.  
John Hancock Insurance  
Aetna Insurance  
Prudential Insurance  
Confederation Life (Canada)  
Horticulture Magazine  
F&W Publishing  
HP Publications  
National Enquirer  
Yankee Magazine  
New York Times  
Hemmings Motor News  
Financial World magazine  
New York Teacher magazine  
Common Cause  
Venture Magazine  
Journal Publications  
Dennison Manufacturing  
Fidelity Investments  
CIT Financial  
E.F. Hutton  
University of Toronto Press  
Wellesley College  
Thomas Jefferson University  
University of Chicago  
University of New Hampshire

National Center for Health Statistics  
Bureau of the Census  
National Cancer Institute  
International Monetary Fund (3 occasions)  
Centers for Disease Control  
Federal Prisons, Dept. of Justice  
Department of Energy, OSTI  
U.S. Congress (*Congressional Record*)  
U.S. Geological Survey  
Office of Technology Assessment  
Government of Alberta, Canada  
U.S. Government Printing Office  
Defense Mapping Agency  
CRR Publishing  
Chicago Tribune  
Warner Books  
Harlequin Books, Toronto  
McGraw-Hill Publications  
General Electric  
Four Winds Travel  
Waverly Press  
Equity Publishing  
Grayarc  
Monarch Marking Systems  
Mead Data Systems  
J.S. Paluch Publishing  
United Nations (3 occasions since 1980)  
Imperial Printing  
New England Business Service  
U.S. Pharmacopeial Convention



University of Nebraska  
University of Waterloo, Canada  
University of Vermont  
Notre Dame University  
Simplicity Pattern  
Rous & Mann, Toronto  
Black & Decker  
Chemical Abstracts Service  
Boehringer-Manheim  
Wisconsin Gas  
Safeguard Business Systems  
Doubleday Book Club  
Book Press  
International Data Corporation  
Encyclopaedia Britannica  
Analog Devices  
First USA  
National Academy of Sciences

Florida Bar Association  
American Management Association  
National Assn. College & Univ. Bus. Officers  
American Library Association  
American Dental Association  
Maclean Hunter Printing & Publishing, Toronto  
Fred Meyer Corp.  
Ralston Purina  
Educational Testing Service  
Pacific Gas & Electric  
Ogilvey & Mather  
J. Walter Thompson  
Rorer Pharmaceuticals  
Scientific American Medical Division  
Little Brown Publishers  
American Greetings  
M&T Bank  
Association of American Advertising Agencies

**FRANK J. ROMANO**

*Professor Emeritus, RIT School of Print Media*

**Other**

- City University of New York (Brooklyn College) BA, English, 1966
- Teaching Certificate, New York City Board of Education (High School English)
- U.S. Naval Air Reserve 1962–1970 Meritorious Service Ribbons. Honorable Discharge.  
*Air intelligence office, aircrewman in S2F and P2V aircraft*
- Highest-level security clearance for work with various governmental clients.
- In 1984, testified before a House of Representatives Sub-Committee investigating the effects of video display terminals on operators, representing the interests of the typesetting and printing industry through PIA Government Affairs.
- In 1988, member of the commission established by the Office of Technology Assessment, U.S. Congress, to participate in the study of Federal information dissemination, “Informing the Nation.”
- In 1992, involved in the development of the electronic version of the Congressional Record and other non-print derivative publications.
- Expert testimony for Mead (Lexis-Nexis), Monotype, Victoria’s Secret (it had to do with type, honest), and Varityper, among others.

**FRANK J. ROMANO***Professor Emeritus, RIT School of Print Media***160+ quotes in various media mentioning Frank Romano and RIT affiliation:**

	1995	1996	1997	1998	1999	2000	2001	2002	2003
<b>Business and news media</b>									
Barron's	x								
Boston Globe	x	x	x						
Business Week	x	x	x	x	x				
Chicago Tribune	x	x	x						
Christian Science Monitor	x	x							
Detroit Free Press	x	x							
Financial Times	x	x	x						
Forbes	x	x							
New York Times	x	x	x	x					
Rochester Business Journal	x	x	x	x					
Rochester Democrat & Chronicle	x	x	x	x	x	x	x		
Times of London	x	x							
USA Today	x	x							
Wall Street Journal	x	x							
Other U.S. newspapers	x	x	x	x	x	x	x		
Associated Press	x	x							
<i>Generates quotes in 40+ papers</i>									
<b>Graphic arts trade press</b>									
American Printer	x	x	x	x					
Canadian Printer	x	x	x	x	x				
Deutsche Drucker (Germany)	x	x	x						
Electronic Publishing	x	x	x	x	x	x	x	x	x
Graphic Arts Monthly	x	x	x	x					
Printing Week (Great Britain)	x	x	x	x					
Other trade publications	x	x	x	x	x	x	x	x	x
<b>Publications in</b>									
Australia	x	x	x						
Belgium	x	x	x						
Canada	x	x	x	x	x				
China	x								
Egypt	x	x							
Iceland	x								
Italy	x								
Japan	x	x	x						
Russia	x	x	x	x					

	1992	1993	1994	1995	1996	1997	1998	1999	2000
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**Radio and TV**

Rochester ABC, CBS, NBC affiliates	x	x	x	x	x	x			
Rochester radio	x	x	x	x	x	x	x		
National Public Radio	x	x							

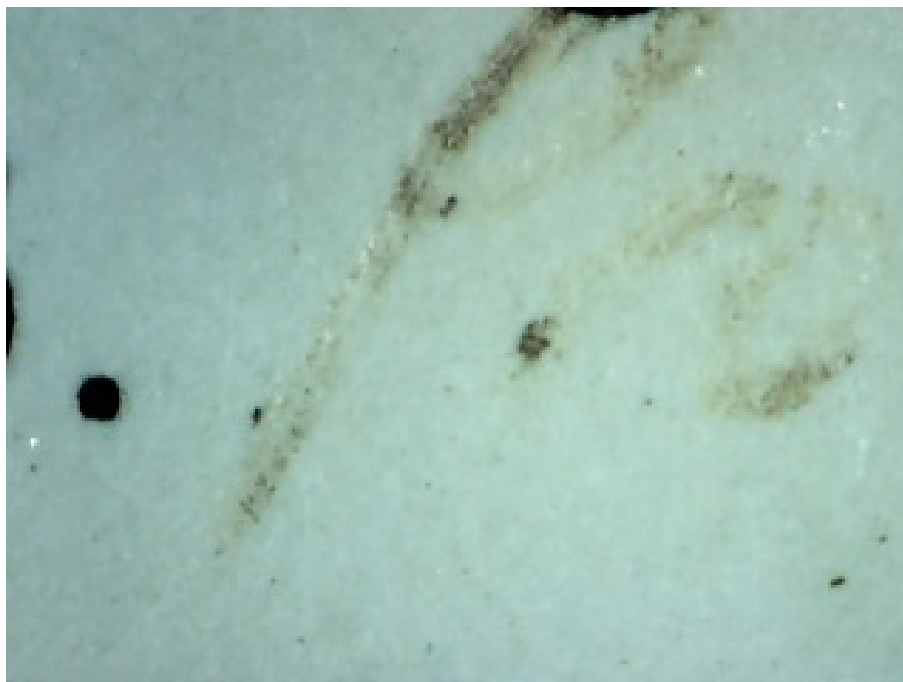
**Association publications**

American Banking Association	x								
International Prepress Association	x	x	x	x	x				
NAPL	x	x	x	x	x	x			
PIA	x	x	x	x	x				
XPLOR	x	x	x						
Other associations	x	x	x	x	x	x	x	x	

**Supplier publications**

Agfa	x	x	x						
Creo	x								
Heidelberg	x	x							
Mohawk Paper	x								
Presstek	x	x							
Scitex	x								
Stora-Enso	x								
Xerox	x								

# **EXHIBIT B**



# **EXHIBIT C**



## "WORK FOR HIRE" CONTRACT

### SECTION 1- GENERAL PROVISIONS

#### 1. Definitions

The following terms have the meaning specified when used herein:

PURCHASER - Paul Ceglia

CONTRACTOR/SELLER - Mark Zuckerberg, his agents, employees, suppliers, or sub-contractors, furnishing materials equipment, or services.

CUSTOMER - StreetFax LLC the entity contracting for construction or other services from the Purchaser or which the goods and/or services provided hereunder are for incorporation into the work or are required to facilitate completion of Purchaser's contract with such entity.

PRIME CONTRACT - This contract between Purchaser and Seller.

#### 2. Entire Agreement

The contract between the Purchaser and Seller as a Purchase agreement and "work made for hire" reflects two separate business ventures, the first being for the work to be performed directly for the StreetFax Database and the Programming language to be provided by Seller.

Second it is for the continued development of the software, program and for the purchase and design of a suitable website for the project Seller has already initiated that is designed to offer the students of Harvard university access to a website similar to a live functioning yearbook with the working title of "The Face Book"

It is agreed that Purchaser will own a half interest (50%) in the software, programming language and business interests derived from the expansion of that service to a larger audience.

#### 3. Payment Terms

No insurance or premium charges or price increases will be allowed unless authorized by Purchaser in writing. No increase in price from that stated on the face hereof will be considered throughout the duration of the order.

The Agreed upon Cost that the Seller and the Buyer have agreed upon are as follows: Buyer agrees to pay the seller the Sum of \$1000 a piece for the work to be performed for Streetfax and \$1,000 for the work to be performed for "The Page Book".

Late fees are agreed to be a 5% deduction for the seller if the project is not completed by the due date and an additional 1% deduction for each day the project is delayed beyond that point.

The agreed upon project due date for the StreetFax software is May 31, 2003.

The agreed upon completion for the expanded project with working title "The Face Book" shall be January 1 2004 and an additional 1% interest in the business will be due the buyer for each day the website is delayed from that date.

Additional funds may be provided for either project on an as needed basis at the sole discretion of the Buyer.

#### 4. Changes

a) BY PURCHASER - Purchaser agrees that no further revision shall be implemented until or unless approved by the seller. Those revisions

shall be transmitted for written approval to seller.

b) BY SELLER - The Seller agrees that no further revision shall be implemented until or unless approved by Buyer. Those revisions shall be transmitted for written approval to the Street Fax Purchasing Department.

#### 5. Purchaser's Property/Seller's Responsibility

For the StreetFax database Buyer agree to pay for and maintain the cost of upkeep for the servers needed for it's operation.

For "The Face Book" Seller agrees to maintain and act as the sites webmaster and to pay for all domain and hosting expenses from the funds received under this contract, and Seller agrees that he will maintain control of these services at all times.

Data, drawings, tooling, patterns, materials, specifications, and any other items or information supplied to Seller under this order are the property of the Purchaser and must be returned upon completion of this order. Such items or information are to be used solely in the performance of the work by the seller and shall not be used or disclosed for any other purpose whatsoever without Purchaser's prior express written consent.

#### 6. Settlement of Controversies

In the event that this purchase order is for materials or equipment which is excluded from this Prime Contract, and in the case of disputes between the Purchaser and the Customer or between the Purchaser and the Seller regarding materials or equipment to be furnished by the Seller, the Seller agrees to be bound to the same extent that the Purchaser is bound by the terms of the Prime Contract, and by any and all decisions and determinations made thereunder, provided that the Seller shall have the right to participate in the settlement of any dispute to the extent that the Seller will be affected thereby.

No interest shall accrue on any payment(s) otherwise due the Seller, which is withheld or delayed as a result of any such dispute, except to the extent that the Purchaser is ultimately paid interest on monies due the Seller. The Seller shall not be held liable if the Seller follows instructions of the Purchase and it is later determined that the Purchaser's instructions were not in compliance with the terms and specifications of the Prime Contract. Pending final disposition of a dispute hereunder, the Seller shall carry on the work unless otherwise agreed in writing by the purchaser.

In all instances the final authority should rest with the final Specifications.

#### 7. Patent Indemnity

Purchaser hold seller harmless for an infringement sellers work may constitute on patents held by and third party that result from the direct request for the work made by purchaser in this "work made for hire" agreement.

The Seller hereby agrees to be responsible for all claims against the Purchaser of the Customer for alleged infringement of patents by reason of the Purchaser's or Customer's possession, use, or sale of any materials or equipment furnished hereunder by the Seller or by reason of the performance of any work hereunder by the Seller. The Seller agree to defend at it's sole expense all suits against the Purchaser and/or the Customer and to save and hold harmless the Purchaser and the Customer from and against all costs, expensed, judgements, and damages of any kind which the Purchaser or the Customer may be obliged to pay or incur by reason of any such alleged or actual infringement of a patent or patents. The Purchaser and the Customer agree to render whatever assistance it reasonable can in the way of information and access to records for the defense of any such suit.

This indemnity shall not extend to alleged or actual infringements resulting from the Seller's compliance with the Purchaser's or Customer's design, instructions, processes, or formulas provided, however, that the Seller agrees to be responsible if it is reasonable to assume the Seller should have been aware of a possible alleged or actual infringement resulting from the Purchaser's or Customer's design, instructions, processes, or formulas and fails to notify the Purchasers of such possibility.



# **EXHIBIT D**

**8. Assignment of Subcontracting**

Neither this order nor any rights, obligations, or monies due hereunder are assignable or transferable (as security for advances or otherwise) without the Purchaser's prior written consent, and except as to purchases of raw materials or standard commercial articles or parts, the Seller shall not subcontract any major portion of the work encompassed by this order without the Purchaser's prior written approval. The Purchaser shall not be required to recognize any assignment or subcontract made without its prior written consent.

The buyer accepts that there will be two other subcontractors working on this project their work will be accepted provided a noncompete and "work made for hire agreement" are in place.

**9. Proprietary Rights**

It is acknowledged that this is a work made for hire agreement and that all Intellectual property rights or patent rights are that of Streetfax Inc. All code in portion or in its complete form remain the property of StreetFax Inc. If the items to be supplied hereunder have been designed in accordance with specifications or data furnished or originated by the Purchaser or its Customer, such items shall not be reproduced except with the approval of the Purchaser and, as applicable, its Customer and all drawings, photographs, data, software, and other written material or information supplied in connection therewith shall at all times remain the property of the Purchaser or its Customer and be returned promptly upon request at the completion, termination or cancellation of this order. In the event that StreetFax defaults on its payment terms rights would be granted to seller.

**10. Termination**

**A. DEFAULT** – The Purchaser may terminate this order or any part thereof by written notice if the Seller:

- a) fails to make deliveries or to complete performance of its obligations hereunder within the time specified or in accordance with the agreed schedules unless such failure is due to acts of God, strike or other causes which are beyond the control of the Seller.
- b) Fails to comply with the terms and conditions of the purchase order and does not cure such failure within a period of ten (10) calendar days after written notice thereof.
- c) Makes an assignment for the benefit of creditors without prior written consent of the Purchaser, becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or the relief of debtors.

Should the Purchaser elect to terminate for default, the Purchaser may take possession of all or any of the items to be supplied hereunder which are in the Seller's possession without regard to stage of completion and may complete or cause the work to be completed on such items or may manufacture or procure similar items. Any additional costs or expense incurred by the Purchaser over and above the original purchase price from the Seller plus freight costs shall be for the account of the Seller.

In all events, the Purchaser shall not be or become liable to the Seller or any third party claiming through or under the Seller for any portion of the price of any items that Purchaser elects not to accept following notice of termination for default.

**11. Liens**

The Seller agrees to deliver the items to be supplied hereunder free and clear of all liens, encumbrances, and claims of laborers or material men and the Purchaser may withhold payment pending receipt of evidence in form and substance satisfactory to it of the absence of such items, claims and encumbrances.

**12. Governing Law**

This Purchase Order and any material relating thereto shall be governed by the laws of the state in which the Purchaser's office that issues the order is located.

**13. Recovery of Damages**

If the Seller should recover any damages as a result of antitrust violations in any manner due to price fixing on the part of another manufacturer or Seller, the Seller shall pay over to the Purchaser any damages the Purchaser has suffered as a result of the same price fixing within a reasonable time after the damages are recovered by the Seller.

**14. Notice of Labor Disputes**

- a) Whenever the Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this order, the Seller shall immediately give notice thereof, including all relevant information with respect thereto, to the Purchaser.
- b) The Seller shall insert the substance of this clause including this paragraph (b) in any subtier supply agreement hereunder as to which a labor dispute may delay the timely performance of this order except that each such subtier supply agreement shall provide that in the event its timely performance is delayed or threatened by delay by an actual or potential labor dispute, the subtier Seller shall immediately notify its next higher tier Seller or Sellers, as the case may be, of all relevant information with respect to such dispute.

**15. Indemnity Requirements for Contractors/Seller**

Contractor/Vendor shall defend, indemnify and save Street Fax from any and all claims, suits, losses, damages, or expenses, whether caused or contributed to by the negligence of Street Fax, its agents, or employees, or otherwise, on account of injuries to or death of any and all persons whomsoever, including the Contractor/Vendor, subcontractors, employees of Contractor/Vendor, the subcontractor, and of Street Fax and any and all damage to property to whomsoever belonging, including property owned by, rented to, or in the care, custody, or control of the parties hereto arising or growing out of, or in any manner connected with the work performed under this contract, or caused or occasioned, in whole or in part by reason of or arising during the presence of the person or of the property of Contractor/Vendor, subcontractors, their employees, or agents upon or in proximity to the property of Street Fax Notwithstanding the foregoing, nothing herein contained is to be construed as an indemnification against the sole negligence of Street Fax.

**16. Publicity**

Seller shall not publish photographs or articles, give press releases or make speeches about or otherwise publicize the existence or scope of this Purchase Order, or any generalities or details about this Purchase Order without first obtaining the written consent of Buyer.

**17. Seller's Disclosure**

Any information relating to the Seller's designs, manufacturing processes or manufactured products which the Seller may disclose to the Buyer in connection with the performance of the contract may be used by the Buyer for any purpose relating to the contract and to its performance without liability therefor to the Seller.

**18. General Notes**

Seller shall reference this purchase order number on all documents and/or correspondence related to this order.

The signatures below will execute this contract.

Buyer – Paul Ceglia, StreetFax

Seller – Mark Zuckerberg

# **EXHIBIT E**



## General Conditions of Purchase

## STREET FAX

## SECTION 1- GENERAL PROVISIONS

## 1. Definitions

The following terms have the meaning specified when used herein:

**PURCHASER** - Street Fax Inc.

**CONTRACTOR/SELLER** - The entity, its agents, employees, suppliers, or sub-contractors, furnishing materials, equipment, or services hereunder, as identified on Purchase Order.

**CUSTOMER** - the entity contracting for construction or other services from Purchaser or which the goods and/or services provided hereunder are for incorporation into the work or are required to facilitate completion of Purchaser's contract with such entity.

**PRIME CONTRACT** - The contract between Purchaser and Carrier and all provisions, specifications and drawing referenced therein.

## 2. Entire Agreement

The contract between the Purchaser and Seller shall consist of and be contingent upon the Seller's acceptance of the Purchase Order, the provisions written on the face thereof, all provisions, specifications, and drawings referred to therein and those printed terms and conditions with appendices. In the event of conflict between the provisions written on the face of this Purchase Order and those contained in these printed terms and conditions, the provisions written on the face of the Purchase Order shall prevail. This Purchase Order shall not be modified either orally or by failure of either party to enforce their rights hereunder. It is a condition of this Purchase Order that provisions printed on or otherwise contained in any quotations, order acknowledgements, shipping documents, or other instrument of the seller shall be of no force or effect.

## 3. Payment Terms

No insurance or premium charges or price increases will be allowed unless authorized by Purchaser in writing. No increase in price from that stated on the face hereof will be considered throughout the duration of the order.

The Agreed upon Cost that the Seller and the Buyer have agreed upon are as follows: Buyer agrees to pay seller the Sum of \$3,000 at the onset of this contract. The Buyer agrees to pay seller \$2,000 on the due date of the project, and upon completion Buyer agrees to pay seller an additional \$13,000 US dollars within Thirty days of delivery of the Final approved program. Late fees are agreed to be a 5% deduction for the seller if project is not completed by due date and an additional 1% deduction for each day the project is late thereafter. Buyer agrees to pay a 3.5% late fee per month on the balance owed the seller and further agrees to pay a minimum of \$2,000 per month to seller or acknowledges that failure to comply will result in the seller having the right to offline the site Streetfax.com and remove his program.

The Agreed upon project due date is May 31, 2007.

*Project web design has finished by May 24, 2005*

## 4. Changes

- a) BY PURCHASER - Purchaser agrees that no further revision shall be implemented until or unless approved by seller. Those revisions shall be transmitted for written approval to seller.
- b) BY SELLER - The Seller agrees that no further revision shall be implemented until or unless approved by Street Fax. Those revisions shall be transmitted for written approval to the Street Fax Purchasing Department.

## 5. Purchaser's Property

Does not include the price of renting the server, and registering VeriSign and SSL. The Buyer agrees to incur these expenses in

addition to the price of the contract, and will maintain control of these services at all times.

Data, drawings, tooling, patterns, materials, specifications, and any other items or information supplied to Seller under this order are the property of the Purchaser and must be returned upon completion of this order. Such items or information are to be used solely in the performance of the work by the seller and shall not be used or disclosed for any other purpose whatsoever without Purchaser's prior express written consent.

## 6. Settlement of Controversies

In the event that this purchase order is for materials or equipment which will be incorporated in the Customer's work under the Prime Contract, and in the case of disputes between the Purchase and the Customer or between the Purchaser and the Seller regarding materials or equipment to be furnished by the seller, the Seller agrees to be bound to the same extent that the Purchaser is bound by the terms of the Prime Contract, and by any and all decisions and determinations made thereunder, provided that the Seller shall have the right to participate in the settlement of any dispute with the customer to the extent that the Seller will be affected thereby.

No interest shall accrue on any payment(s) otherwise due the Seller, which is withheld or delayed as a result of any such dispute except to the extent that the Purchaser is ultimately paid in whole or in part from the Seller. The Seller shall not be held liable if the Seller follows instructions of the Purchase and it is later determined that the Purchaser's instructions were not in compliance with the terms and specifications of the Prime Contract. Pending final disposition of a dispute hereunder, the Seller shall carry on the work unless otherwise agreed in writing by the Purchaser.

In all instances the final authority should rest with the final Specifications.

## 7. Patent Indemnity

Purchaser hold seller harmless for any infringement seller's work may constitute on patents held by any third party that result from the direct request for work made by purchaser in this "work made for hire" agreement.

The Seller hereby agrees to be responsible for all claims against the Purchaser or the Customer for alleged infringement of patents by reason of the Purchaser's or Customer's possession, use, or sale of any materials or equipment furnished hereunder by the Seller or by reason of the performance of any work hereunder by the Seller. The Seller agrees to defend at its sole expense all suits against the Purchaser and/or the Customer and to save and hold harmless the Purchaser and the Customer from and against all costs, expenses, judgments, and damages of any kind which the Purchaser or the Customer may be obliged to pay or incur by reason of any such alleged or actual infringement of a patent or patents. The Purchaser and the Customer agree to render whatever assistance is reasonably can in the way of information and access to records for the defense of any such suit. This indemnity shall not extend to alleged or actual infringements resulting from the Seller's compliance with the Purchaser's or Customer's design, instructions, processes, or formulas provided, however, that the Seller agrees to be responsible if it is reasonable to assume that the Seller should have been aware of a possible alleged or actual infringement resulting from the Purchaser's or Customer's design, instructions, processes, or formulas and fails to notify the Purchaser of such possibility.



### 8. Assignment of Subcontracting

Neither this order nor any rights, obligations, or monies due hereunder are assignable or transferable (as security for advances or otherwise) without the Purchaser's prior written consent, and except as to purchases of raw materials or standard commercial articles or parts, the Seller shall not subcontract any major portion of the work encompassed by this order without the Purchaser's prior written approval. The Purchaser shall not be required to recognize any assignment or subcontract made without its prior written consent.

The buyer accepts that there will be two other subcontractors working on this project their work will be accepted provided a noncompete and "work made for hire agreement" are in place.

### 9. Proprietary Rights

It is acknowledged that this is a work made for hire agreement and that all intellectual property rights or patent rights are that of StreetFax Inc. All code in portion or in its complete form remain the property of StreetFax Inc. If the items to be supplied hereunder have been designed in accordance with specifications or data furnished or originated by the Purchaser or its Customer, such items shall not be reproduced except with the approval of the Purchaser and, as applicable, its Customer and all drawings, photographs, data, software, and other written material or information supplied in connection therewith shall at all times remain the property of the Purchaser or its Customer and be returned promptly upon request at the completion, termination or cancellation of this order. In the event that StreetFax defaults on its payment terms rights would be granted to seller.

### 10. Termination

A. **DEFAULT** - The Purchaser may terminate this order or any part thereof by written notice if the Seller:

- fails to make deliveries or to complete performance of its obligations hereunder within the time specified or in accordance with the agreed schedules unless such failure is due to acts of God, strike or other causes which are beyond the control of the Seller.
- Fails to comply with the terms and conditions of the purchase order and does not cure such failure within a period of ten (10) calendar days after written notice thereof.
- Makes an assignment for the benefit of creditors without prior written consent of the Purchaser, becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or the relief of debtors.

Should the Purchaser elect to terminate for default, the Purchaser may take possession of all or any of the items to be supplied hereunder which are in the Seller's possession without regard to stage of completion and may complete or cause the work to be completed on such items or may manufacture or procure similar items. Any additional costs or expenses incurred by the Purchaser over and above the original purchase price from the Seller plus freight costs shall be for the account of the Seller.

In all events, the Purchaser shall not be or become liable to the Seller or any third party claiming through or under the Seller for any portion of the price of any items that Purchaser elects not to accept following notice of termination for default.

### 11. Liens

The Seller agrees to deliver the items to be supplied hereunder free and clear of all liens, encumbrances, and claims of laborers or material men and the Purchaser may withhold payment pending receipt of evidence in form and substance satisfactory to it of the absence of such items, claims and encumbrances.

### 12. Governing Law

This Purchase Order and any material relating thereto shall be governed by the laws of the state in which the Purchaser's office that issues the order is located.

### 13. Recovery of Damages

If the Seller should recover any damages as a result of antitrust violations in any manner due to price fixing on the part of another manufacturer or Seller, the Seller shall pay over to the Purchaser any sums the Purchaser has suffered as a result of the same price fixing within a reasonable time after the damages are recovered by the Seller.

### 14. Notice of Labor Disputes

- Whenever the Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this order, the Seller shall immediately give notice thereof, including all relevant information with respect thereto, to the Purchaser.
- The Seller shall insert the substance of this clause including this paragraph (b) in any suborder supply agreement hereunder as to which a labor dispute may delay the timely performance of this order except that each such suborder supply agreement shall provide that in the event its timely performance is delayed or threatened by delay by an actual or potential labor dispute, the suborder Seller shall immediately notify its next higher tier Seller or Sellers, as the case may be, of all relevant information with respect to such dispute.

### 15. Indemnity Requirements for Contractors/Seller

Contractor/Vendor shall defend, indemnify and save Street Fax from any and all claims, suits, losses, damages, or expenses, whether caused or contributed to by the negligence of Street Fax, its agents, or employees, or otherwise, on account of injuries to or death of any and all persons whomsoever, including the Contractor/Vendor, subcontractors, employees of Contractor/Vendor, the subcontractor, and of Street Fax and any and all damage to property to whomsoever belonging, including property owned by, rented to, or in the care, custody, or control of the parties hereto arising or growing out of, or in any manner connected with the work performed under this contract, or caused or occasioned, in whole or in part by reason of or arising during the presence of the person or of the property of Contractor/Vendor, subcontractors, their employees, or agents upon or in proximity to the property of Street Fax. Notwithstanding the foregoing, nothing herein contained is to be construed as an indemnification against the sole negligence of Street Fax.

### 16. Publicity

Seller shall not publish photographs or articles, give press releases or make speeches about or otherwise publicize the existence or scope of this Purchase Order, or any generalities or details about this Purchase Order without first obtaining the written consent of Buyer.

### 17. Seller's Disclosure

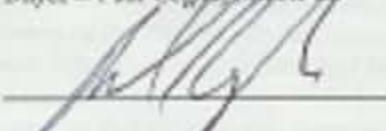
Any information relating to the Seller's designs, manufacturing processes or manufactured products which the Seller may disclose to the Buyer in connection with the performance of the contract may be used by the Buyer for any purpose relating to the contract and to its performance without liability therefor to the Seller.

### 18. General Notes

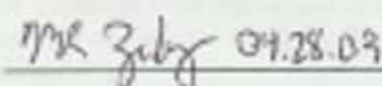
Seller shall reference this purchase order number on all documents and/or correspondence related to this order.

The signatures below will execute this contract.

Buyer - Paul Coglia, StreetFax

 4/28/09

Seller - Mark Zuckerberg

 04.28.09